



AGREEMENT BETWEEN
BERGEN COMMUNITY COLLEGE ADMINISTRATORS ASSOCIATION
AND
BERGEN COMMUNITY COLLEGE BOARD OF TRUSTEES

July 1, 1978 - June 30, 1981

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INDEX

	<u>Page</u>
Article I. Bargaining Unit.....	1
Article II. Understandings Relative to this Document.....	2
Article III. Negotiations.....	2
Article IV. Board Rights and Responsibilities.....	3
Article V. Association Rights and Responsibilities.....	3
Article VI. Hours of Work/Overtime.....	4
Article VII. Salary.....	4
Article VIII. Benefits.....	5
Article IX. Meal Allowance.....	6
Article X. Holidays.....	7
Article XI. Vacation.....	8
Article XII. Leaves of Absence.....	8
Article XIII. Association Payroll Dues Deduction.....	13
Article XIV. Non-Discrimination.....	14
Article XV. Service of Notice.....	14
Article XVI. Personnel File.....	14
Article XVII. Grievance Procedure.....	15
Article XVIII. Safety and Health.....	18
Article XIX. Severance Allowance.....	19
Appendix A. Salary Guide.....	21

BERGEN COMMUNITY COLLEGE
ADMINISTRATORS ASSOCIATION AGREEMENT

This Agreement is entered into this first day of July, 1978 by and between the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, hereinafter referred to as the "BOARD" and the BERGEN COMMUNITY COLLEGE ADMINISTRATORS ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

ARTICLES OF AGREEMENT

Now, therefore, the parties hereto agree as follows:

I. BARGAINING UNIT.

1. The Board hereby recognizes the Bergen Community College Administrators Association as the exclusive negotiating, bargaining and contractual representative for all current and future Administrators employed on the campus or on leave, all of which collectively are designated as the Bargaining Unit. The term Administrators, when used hereafter in this Agreement, shall refer to the following positions:

- a. Controller
- b. Director of Data Processing
- c. Director of Physical Plant
- d. Director of Purchasing and Services
- e. Director of Security
- f. Director of Personnel

2. The Board agrees not to negotiate with any member in the bargaining unit individually, or with any organization or group within the bargaining unit other than the Association for the duration of this Agreement.

II. UNDERSTANDINGS RELATIVE TO THIS DOCUMENT

1. The dates of this Agreement are from July 1, 1973 until June 30, 1981.
2. This Agreement supersedes all previous understandings and agreements between the Association and the Board.
3. If any provision of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.
4. Any changes made to the Faculty Association Agreement in the third year of this Agreement concerning items in the benefit clause of this Agreement will be considered to alter that clause accordingly for the third year of this Agreement.

III. NEGOTIATIONS.

1. The parties shall enter into negotiations no later than October 15th of the date preceding the expiration of this contract, unless otherwise agreed to in writing by both parties. The Association and the Board agree that negotiations shall proceed in good faith effort on the part of both parties to arrive at an agreement on salaries, wages and other conditions of employment within the rules as set forth in Chapter 123, P.L. of N.J. 1974. The Association as well as the Board has the right to make proposals to be considered for inclusion in a successor agreement.
2. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party, and it is mutually agreed that said representatives shall have all necessary authority to make proposals and make counter proposals during negotiations.

IV. BOARD RIGHTS AND RESPONSIBILITIES.

1. The Association recognizes that the Board has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law. It is understood and agreed that such managerial rights are limited only by the specific provisions of this Agreement and applicable statutes.

V. ASSOCIATION RIGHTS AND RESPONSIBILITIES.

1. The Association shall enjoy such rights and privileges as are accorded by this Agreement and by law.

2. The Board agrees that each listed position of the Association may, on his own volition, have the right to join and support the Association and its affiliates for the purpose of negotiating salary, wages and other conditions of employment. Further, he may take part in any Association activity for his and the Association's mutual aid without fear of recrimination. It is further agreed that no employee will be discriminated against by reason of his membership in the Association, its affiliates and his activities therein.

3. Duly authorized members of the Association shall be permitted to transact official Association business on College property when such transactions in no way interfere with College business or their scheduled working hours.

4. Representatives of the New Jersey Education Association and the National Education Association may, upon notice to and with the approval of the President or his designee, be admitted to the College during working hours to assist the Association, provided that it shall not interfere with or interrupt normal College operations.

5. The members of the Association are required to adhere to all rules and regulations necessary for the proper administration and conduct of the College.

VI. HOURS OF WORK/OVERTIME

1. Normal hours shall be thirty-five (35) hours per week (i.e. seven (7) hours each day over a period of five (5) days in a given week) exclusive of lunch periods.

2. Summer hours, when in effect, shall mean that Administrators shall work a thirty (30) hour week (i.e. five (5) six (6) hour days).

3. Overtime work resulting from Registration or Registration related activities shall be compensated at the Administrator's hourly rate for time actually worked. Overtime must be approved by the Dean of Administration or the Administrator of Facilities and Personnel Relations prior to being worked.

4. Administrators may teach as adjunct faculty provided course meetings are outside their normal working hours. They shall be compensated as Category III adjuncts for such teaching services after having taught one term; compensation for their initial term shall be as established by the Dean of Instruction or his designee.

VII. SALARY.

1. Salary ranges for the first year of this Agreement (July 1, 1978 to June 30, 1979) shall be as listed in Appendix A.

2. Not later than November 1st of 1979 and 1980, the average percentage increase in the salary maximums of the four faculty ranks will be calculated. The maximum and minimum of the salary guide for each position in the unit will be adjusted by this percentage.

3. Not later than November 1st of 1978, 1979 and 1980, the average

percentage increase "within guide" of the four faculty ranks will be calculated. Each employee's salary, as of the previous July 1st, shall be adjusted retroactively by this percentage; however, such adjustment may not exceed the maximum of the guide for that year.

4. Employees with less than one full year of service as of July 1st shall receive a pro-rata salary adjustment (i.e. the number of months service divided by twelve (12), multiplied by the adjustment as calculated in "3" above.)

5. Employees who have completed ten (10) years of continuous service shall receive a one-time payment of \$500.00 in the month following the month in which they complete the ten (10) years.

VIII. BENEFITS

1. The Board agrees to provide each employee, at its own cost and expense, with full family Blue Cross, Blue Shield, Rider "J" and Major Medical Insurance.

2. An employee shall not forfeit any sick leave or personal leave for absence due to a job-connected disabling injury which is covered by Worker's Compensation Insurance. The College agrees to continue his salary and benefits subject to reimbursement by the employee, following the Worker's Compensation awards, to the amount of such award; this continuation shall cease when the employee returns to work or reaches the maximum allowable number of weeks of benefit under the Worker's Compensation Law, whichever occurs first.

3. Full time employees who have a minimum of two (2) years of active full time employment with the College, as of the first class day of the course being attended, shall be accorded the privilege of having their dependent children who are residing in their home, attend

Bergen Community College. Such dependent children of eligible full time employees may attend Bergen Community College courses for credit without payment of tuition fee, provided such dependent children shall be subject to all rules and regulations, including admission requirements, as regular students of the College.

Full time employees and their spouses will be permitted to take up to six (6) credits per semester, tuition free, at Bergen Community College with enrollment in any classes at Bergen Community College for which they meet entrance requirements and provided space is available.

4. Those employees who take special job-related courses authorized in writing by their Department Head will be reimbursed for the following expenses upon presentation of proof of successful completion of all courses and submission of appropriate receipts:

- a. Tuition
- b. Fees (including licenses if required by the College.)
- c. Books
- d. Mileage and tolls

Successful completion of the course shall be noted in the employee's personnel file.

5. The College agrees to pay up to sixty (\$60.00) dollars per credit per year (maximum twelve (12) credits per year) for graduate or self-improvement studies related to and within the scope of the employees classification at the College, provided his course of study has been submitted to the President of the College, or his designee for his review and approval.

IX. MEAL ALLOWANCE.

Any employee who works more than three (3) continuous hours prior to or following his regularly assigned shift shall be provided with a cafeteria meal chit or paid a meal allowance of four dollars (\$4.00).

The payment of a meal allowance is for continuous work only (s one (1) hour interruption shall be considered continuous) and does not apply to call in time worked. An employee who receives the cash allowance must "clock out" for his meal break; an employee who receives the meal chit will not clock out but will be limited to one-half ($\frac{1}{2}$) hour for his meal break. Notwithstanding the above, meal chits or cash allowance will be provided to all employees who are required to work registration regardless of the length of time actually worked.

X. HOLIDAYS

1. Each employee shall be entitled to fourteen (14) holidays for each contract year.

2. Eight of these shall be taken as follows:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Day
6. New Year's Day
7. Good Friday
8. Memorial Day

3. The remaining six (6) holidays will be incorporated into the academic calendar established by the President, as follows:

a. In a contract year in which the College is to be closed during the Christmas break, the four (4) working days between Christmas and New Years will be designated as holidays.

b. In a contract year in which the College is not to be closed during the Christmas break, the four (4) working days between Christmas and New Years and four (4) days during the Easter break will be designated as "Split Holidays" with approximately half of the employees taking each period. In determining which employees will take the Christmas period and which will take the Easter period, the operating needs of the College will govern; however, every effort will be made to honor the individual

employee's choice.

c. The remaining two (2) holidays will be scheduled in accordance with the operating needs of the College and the academic calendar; in selecting these two days preferences expressed by the Association will be considered.

4. Additional holidays may be had in accordance with the academic calendar on the days that the academic calendar indicates the College is closed. Scheduling of holidays must be with due consideration for the operating needs of the various departments of the College.

5. When an employee is required to work on a holiday he will be compensated with an alternate day off on a day for day basis.

XI. VACATION.

1. Administrators shall receive twenty-three (23) working days of vacation per year (July 1 - June 30). Those with less than one full year of service as of June 30th will receive two (2) days per month for the partial year.

XII. LEAVES OF ABSENCE.

1. SICK DAYS

During the first contract year (full or partial) of employment, each employee shall be allowed one (1) sick day per month for each month of active employment during said year. Any employee on the job on or before the 15th of the month, shall be allowed one (1) sick day for said month. At the beginning of each contract year (July 1 through June 30) after the completion of the aforesaid first contract year (full or partial), each employee shall be allowed fifteen (15) additional sick days for a full year of active employment; for less than a full year (i.e. employee on leave) the sick day allowance shall be prorated in accordance

with the number of months of active employment. All sick leave shall be calculated on a bank arrangement, i.e., an employee starts work on August 12, said employee shall have eleven (11) sick days during the period through June 30. Should this employee become ill for six (6) days in September, since said employee would have earned only two (2) sick days, the employee would owe the bank four (4) sick days. Should said employee terminate employment with the College prior to earning sufficient time to cover the advance from the bank, said employee would be financially penalized for the number of days outstanding. Unused sick leave is accumulated from year to year; maximum fifteen (15) days each year. Sick leave may be used for the employee's illness or a sick dependent. Any employee may be asked to produce a doctor's certificate if absent for more than three (3) consecutive working days. The College shall advise each employee, in writing as to the amount of accumulated sick leave time on or before June 30th of each year.

An employee shall be allowed a maximum of four (4) days which shall not be charged against sick leave provided the employee meets part (minimum one and one-half ($1\frac{1}{2}$) hours) of his obligation on said days.

Upon termination, except for cause, after an employee's fifty-fifth (55th) birthday or after fifteen (15) years of active employment the employee shall be paid for one-half ($\frac{1}{2}$) of his unused accumulated sick days at a daily rate based upon the employee's salary at the time of termination up to a maximum payment of \$12,000.00. In the event of an employee's death prior to termination, regardless of age or length of service, his beneficiary (s) shall be paid one-half ($\frac{1}{2}$) of his unused sick days calculated as above.

2. BEREAVEMENT DAYS

Four (4) working days for a death in the immediate family.

Immediate family is defined as father, mother, sister, brother, child, spouse, grandchild, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

One (1) working day shall be allowed for a death of other family members.

3. JURY DUTY DAYS

When an employee receives a subpoena for jury duty, he must present the notice to his supervisor immediately. An employee on jury duty is expected to report to work when he is not actively serving as a juror, provided he has been excused by the judge or other duly authorized court official. When an employee is serving on jury duty, he shall be paid the difference between his base pay earnings, including any applicable shift premium, and his jury pay. A certification of the number of days actually spent by an employee on jury service must be obtained from the appropriate court official and submitted to the College.

4. MILITARY LEAVE.

Any employee inducted into the Armed Forces of the United States during the period of this Agreement shall have the right to reinstatement to his former position at the termination of such service, provided that within ninety (90) days of receiving an honorable discharge from such Armed Forces, the employee applies to the College for reinstatement. Time spent in military service shall be treated as a leave of absence during which time an employee will not be entitled to any form of compensation but he may accumulate seniority.

The College shall pay to employees who are called into the Armed Forces of the United States for annual two-week periods of active duty for training, the difference between their military pay for such periods and their pay from the College for two weeks of a regular work schedule. The College will respect all other rights of such employees in accordance with applicable state and federal statutes. An employee

returning from Military Leave, shall be placed on a salary schedule at the level he would have achieved had he not been absent on Military Leave. Notwithstanding the foregoing Board policy, the past practice of continuing the full regular salary during the two week Annual Training Duty for individuals in this unit as of July 1, 1978 will be continued as a special exception.

5. MEDICAL LEAVE.

An employee may be granted a leave of absence without pay for a period of up to two (2) years for medical reasons. Said leave may be granted for a period of up to six (6) months by the Board of Trustees. If additional leaves are required, they may be granted, but the total of such leaves shall not exceed two (2) years. Said employee shall be asked to present a doctor's certificate in support of this request. Said employee may be required to take a physical examination with a physician chosen by the College; in such an event the College will pay for the physician's services. The employee may not be gainfully employed during this period. During the period of the leave, the College will continue to pay all health benefits within the limits prescribed by law in compliance with the rules of the State of New Jersey, Division of Pensions. The employee shall be required to present a doctor's certificate indicating that said employee is physically able to return to work; he may be required to take a physical examination with a physician of the College's choosing to substantiate his fitness, in which case the College will pay for the physician's services. Upon return, said employee shall be placed in a position and at a salary as close as practical to his position and salary prior to commencing the leave. Time on leave is excluded from "active employment" but included in seniority.

6. OTHER LEAVES OF ABSENCE.

Upon written request to the employee's Department Head and the Administrator of Personnel Relations, the Board of Trustees may

grant a leave for up to six (6) months. An employee shall have been employed for at least two (2) years at the College before said leave is granted. When required, an extension of this leave may be granted for a period of an additional six (6) months. The employee may not be gainfully employed during this period. Should an employee fail to return promptly after said leave of absence has expired, said employee may be considered to have resigned from the position at the College. Such resignation is not considered to be in good standing.

This leave shall be without pay and neither retirement nor salary increase nor any other benefits shall be granted during the period of the leave. Upon return said employee shall be placed in a position and at a salary as close as practical to his position and salary prior to commencing the leave. Time on leave is excluded from "active employment" but included in seniority.

7. MATERNITY LEAVE

After two (2) years of continuous employment with the College a female employee shall be entitled to maternity or adoption leave for a period of up to one (1) year, without pay, commencing on the date specified by the attending physician or adoption agency. The leave may be extended by application of the employee to the Board of Trustees for additional periods of up to one (1) year, not to exceed a total leave of two (2) years. The employee may not be gainfully employed during this period.

Retirement benefits and medical benefits shall be granted during the period of maternity/adoption leave in conformity with the laws and rules and regulations established by the appropriate State Departments.

An employee returning from a maternity/adoption leave shall

be required to give one month's written notice of a desire to return to work. Upon return said employee shall be placed in a position and at a salary as close as practical to her position and salary prior to commencing the leave. Time on leave is excluded from "active employment" but included in seniority. Employees may elect to use sick leave in any combination with maternity/adoption leave.

8. PERSONAL LEAVE

Special leave for personal needs of not more than three (3) working days a year may be granted with pay by the President or his designee. If an employee uses two (2) days or less during the contract year, one day shall be added to the employee's vacation entitlement as of June 30th of that year.

Personal leave may be granted to a maximum of three (3) days without pay to not more than one (1) Association member to attend conferences of affiliates of the Administrators' Association.

Request for permission for such leave must be made in writing to the Administrator of Personnel Relations, through the member's Department Head at least five (5) days in advance of such requested leave.

XIII. ASSOCIATION PAYROLL DUES DEDUCTION

The Board agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their salary in writing, such Association dues and fees as may be uniformly assessed by the Association. Revocation of this authorization must likewise be in writing and must be received by September 1st to be effective in the current fiscal year. The Association shall notify the College in writing of any change in dues and/or fees; such notice must be received by September 1st to be effective in the current fiscal year.

Remittance of such funds shall be made to the Treasurer of the Association for any month, together with a list of the names of members

from whose salary such deductions have been made, not later than the 15th of the following month, whenever possible.

XIV. NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, age, religion, national origin, sex, domicile, marital status or political affiliation.

XV. SERVICE OF NOTICE

Whenever formal communication is required to be given by either of the parties to this Agreement to the other, either party shall do so by registered letter or by hand delivery, with a signed return acknowledgement of receipt thereof.

XVI. PERSONNEL FILE

1. The official personnel file on each employee shall be maintained in the office of the Administrator of Personnel Relations. Any employee may make a request, in writing to see his personnel file. However, before the file is made available to the employee, all references not generated by the College will be removed from the file. An Association representative may accompany the employee at the time the file is examined. The file should not be removed from the Personnel Office by the employee.

2. Except for a) References and other confidential information
b) Confidential material relating to the discharge of an employee, no other material shall be placed in the employee's personnel file until he has been given the opportunity to read the contents and attach any comments he may so desire. All such material shall be initialed by the employee before being placed in his file as evidence of his

having seen the same. This initialing shall not be deemed to constitute approval by the employee of the contents of the material. If the employee refuses to initial any material after having been given an opportunity to read the same, a statement to that effect, witnessed by a second party should be affixed to the document.

3. If an employee feels certain material within the file should be deleted, he may ask for a review of his file. If the Administrator of Personnel Relations is in agreement with the employee regarding the elimination of certain material, then it shall be destroyed immediately in the presence of the employee.

4. If a Department File exists or if any material pertinent to an employee's file exists elsewhere, but is not part of the Official Personnel File, this material shall not be used against the employee unless the employee has prior knowledge of the documentation and has had an opportunity to initial same.

XVII. GRIEVANCE PROCEDURE

1. INTENT

The College and the Association agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the Association, its employees and the College. Nothing herein shall prevent employees from discussing problems privately with their supervisors in an attempt to resolve them.

2. DEFINITION

A grievance is an allegation by an employee or the Association that there has been a misinterpretation, misapplication or violation of the terms of this Agreement or an arbitrary or discriminatory action by the College affecting a term or condition of employment.

3. PROCEDURE

a. Step One

Within fifteen (15) working days after the occurrence giving rise to a grievance is known or should have been known the employee shall discuss the grievance informally with his immediate supervisor with the object of resolving the matter informally.

b. Step Two

If, within ten (10) working days following the initial discussion (Step One), the grievance has not been resolved to the satisfaction of the employee, he may formally submit to the Administrator of Personnel Relations a written grievance on the proper form. Within ten (10) working days after receiving the written grievance the Administrator of Personnel Relations shall render a written report of the disposition of the grievance to the grievant.

c. Step Three

In the event the grievant is not satisfied with the disposition of the grievance at Step Two, he may, within fifteen (15) working days after receipt of the disposition of Step Two, refer the grievance to the President. The President, or his designee, shall conduct a hearing on the grievance appeal. The President shall render his report and decision on the grievance appeal within twenty (20) working days from his receipt of the grievance. Copies of the President's decision shall be given to the grievant and the Association.

d. Step Four

1. If the employee is not satisfied with the disposition of his grievance by the President, he may request in writing that the Association submit his grievance to advisory arbitration. If the Association desires to submit the grievance to arbitration, it must do so within twenty (20) working days after receipt by the Association

of the Step Three decision of the President of the College.

ii. The Association and the College shall jointly request a list of arbitrators from the American Arbitration Association and the matter shall proceed in accordance with the rules and regulations of the American Arbitration Association in the selection of an arbitrator.

iii. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and recommendations on the issues submitted. The arbitrator shall be without power or authority to add to, alter, amend or modify the terms of this Agreement and without authority to make any recommendations which require the commission of an act prohibited by law. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the Commissioner of Education and the State Board of Higher Education.

iv. The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of hearing room shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.

v. Upon receipt of the arbitrator's recommendations, representatives of the College and the Association shall meet to review them and determine what further action is appropriate under the particular circumstances.

e. If the College or its representatives fail to respond at any step of the grievance procedure within the time limits, the grievant or the Association will have the option of requesting an immediate response or moving the grievance to the next step of the procedure. Failure of the grievant and/or the Association to respond within the time limits shall be deemed to be an acceptance of the College's decision.

f. The time limits set forth in the procedure may be extended by mutual agreement.

g. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative of the Association.

h. All conferences and hearings conducted under this grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representatives, and a witness, during the course of his testimony.

XVIII. SAFETY AND HEALTH

The Board and the Administrators Association recognize the importance of safety provisions for the welfare of the Administrators and for the protection of College property and both the parties recognize their mutual interest to assist in the prevention, correction and elimination of all unhealthy and unsafe working conditions and practices.

The College shall continue to make reasonable provisions for the safety and health of the employees during the hours of their employment and the Administrators Association shall cooperate in maintaining the College's rules regarding health and safety which shall include the observation of safe working procedures throughout the College, and exercising due care at all times.

No employee shall be expected to perform work under conditions which are in violation of safety and health rules established by the College or any local, State or Federal health and safety laws.

Employees shall immediately report all injuries, no matter how slight, suffered by them in connection with their employment to the Medical Office.

XIX. SEVERANCE ALLOWANCE

Should it be necessary for the College to terminate or lay off any employee in the Administrators Association because of financial exigency, or bona fide discontinuance of a program or department of instruction, the employee concerned shall be given three (3) months notice. The terminated employee shall receive one (1) week's pay for each year of service to a maximum of fifteen (15) weeks. Before terminating an employee because of discontinuance of a program or department of instruction, the College will make every effort to place the employee in another suitable position.

Reduction of force shall be made in inverse order of their seniority (least senior member first) provided that employees with greater seniority are capable of performing the available work as scheduled.

IN WITNESS WHEREOF, the parties hereto have hereunto set their
respective hands and seals this 22nd day of November, 1978.

BERGEN COMMUNITY COLLEGE

Kenneth J. [Signature]
Witness

BY: *[Signature]*

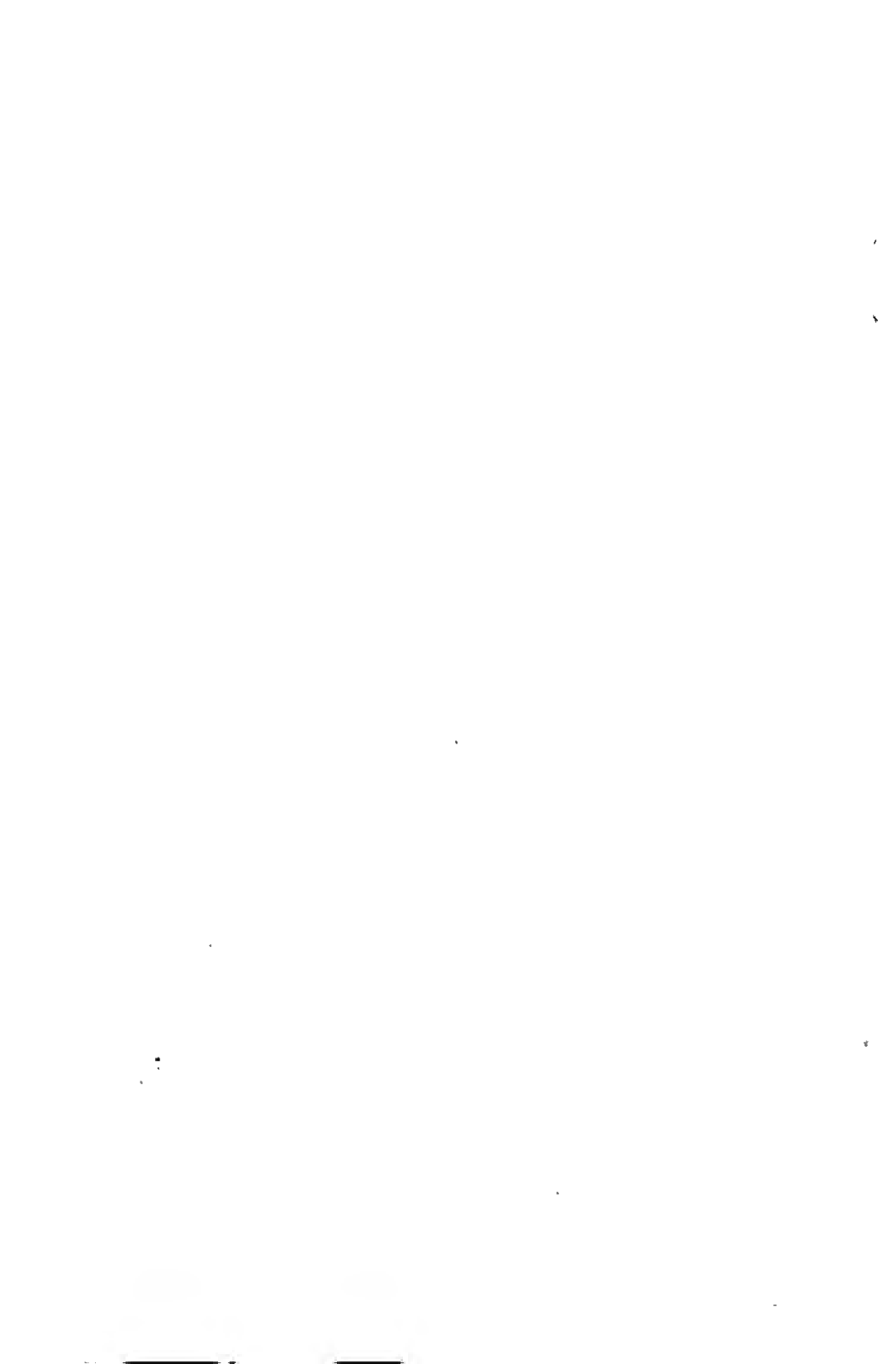
Chairman of the Board of Trustees

BERGEN COMMUNITY COLLEGE
ADMINISTRATORS ASSOCIATION

L. J. [Signature]
Witness

BY: *John H. [Signature]*

President, Bergen Community
College Administrators
Association



Appendix A - Administrators Salary Guide

SALARY RANGE July 1978 - June 1979

Controller	\$19,400 - \$29,000
Director - Data Processing	\$21,100 - \$31,500
Director - Purchasing/Services	\$19,400 - \$29,000
Director - Physical Plant	\$18,400 - \$27,500
Director - Personnel	\$18,400 - \$27,500
Director - Security	\$15,900 - \$23,800

